No. 11121 Equity.

Howard M. Huffer and Emma C. Ruffer, his wife, Mortgagees of Daniel C. Grove and Lydia C. Grove, his wife.

In the Circuit

No. 11121 Equity.

On.

for Frederick County,

Un

In Equity.

PETITION.

To the Honorable, the Judges of said Court;

The Petition and Report of Sale of Howard M. Huffer and Emma C. Huffer, his wife, respectfully shows unto your Honors;

That a certain Daniel C. Grove and Lydia C. Grove, his wife, by their deed of mortgage bearing date on the 30 day of March, in the year 1912, and dily recorded in Liber H.W.B.No.299, Folios 282, eto, one of the Land Records of Frederick County, Maryland, conveyed unto the said Howard M. Huffer and Emma C. Huffer, his wife, all those tracts or parcels of land situated in Jefferson District, Frederick County and State of Maryland, containing 252 acres of land, more or less, and being the same property conveyed from Mollie C. Buxton and S. Vernon Buxton, her husband, to the said Daniel C. Grove and Lydia C. Grove, his wife, by deed dated Apgust 18, 1922, and recorded in Liber H.W.B.No. 298, Folio 88, one of the Land Records of said Frederick County, containing 254 acres, 1 rood and 13 square perches of land, more or less, excepting however, and less, all that lot or percel of ground which was conveyed from the said Daniel C. Grove and wife to McKendree R. Etchison and wife, by deed dated April 30, 1913, and duly recorded in Liber H.W.B.No.304, Folios 469, etc., one of the Land Records of said Frederick County, which said lot has a frontage of 70 feet on the Frederick and Jefferson State road and extends of an even width to a depth of 271.1 feet; and also excepting and less all that lot or parcel of land which was conveyed from the said Daniel C. Grove and others to the Board of Education of Frederick County, Maryland, by deed dated May 31, in the year 1924, and duly recorded in Liber 350, Folios 208, etc., one of the Land Records of said Frederick County, containing 2 acres of land, leaving in said farm, subject to said mortgage at the time of the sale, 252 acres of land, more or less, as aforesaid, to secure to the said Howard M. Huffer and Emma C. Huffer, his wife, the payment of an indebtedness of \$14,500.00, with interest owing by the said Daniel C. Grove and Lydia C. Grove, his wife, and evidenced by their joint and several promissory note dated March 30,1912, payable to the order of the said Howard M. Huffer and Emma C. Huffer, his wife, twelve months after date, with interest from date at the rate of five per cent per annum, interest payable semi-annually, which said property was so conveyed, together with all and singular the buildings, improvements, rights, ways, privilages and appurtenances thereunto belonging or appertaining; and in which said mortgage it was provided that if the said Daniel C. Grove and Lydia C. Grove, his wife, their personal representatives or assigns, should pay the said promissory note at maturity, with all interest due thereon, and should perform each and every covenant in said mortgage contained, then said mortgage should be void. And said mortgage further provided that if de fault should be made in the payment of the said promissory note at maturity or of any terms thereof, or in the payment of any installment of interest when the same becomes due according to the tenor of said promissory note, or in the performance or fulfillment of any covenant or agreement contained therein, then and in either case it should be lewful for the said Howard M. Huffer and Emma C. Huffer, his wife, their personal representatives and assigns, to sell said property and real estate in front of the Court house door in Frederick City, Maryland, at public auction for cash, after